

**LEGAL NOTICE TO BIDDERS**

Sealed bids will be received at the Office of the City of Memphis Purchasing Agent, Room 354, City Hall, 125 N. Main, Memphis, TN 38103, until 2:00 p.m., **January 28, 2005**, for furnishing the City of Memphis with the following:

FOR THE DIVISION OF: **PUBLIC WORKS**

FOR THE CONSTRUCTION OF: **Design/Build Detention Pond for the Black Bayou Basin at Goodlett and Central Avenue**

Plans, Specifications and attendant deposit information available from:

City of Memphis – Division of Engineering  
Attn: George Cox  
125 N. Main Street, Room 677  
Memphis, TN 38105  
(901) 576-6930

**THE CITY OF MEMPHIS ENCOURAGES THE PARTICIPATION OF SMALL AND MINORITY BUSINESS IN THE PURCHASING PROCESS.**

All bids must include on the outside of the bid envelope, the name of the project, the bid due date and the bid opening time.

**LICENSING DISCLOSURE REQUIREMENTS:**

**Classification for this Project shall be: HRA (a) (b) (c) (e) OR MU (c) (d)**

All bidders must be licensed contractors as required by Title 62, Chapter 6, of the Tennessee Code Annotated and must comply with the requirements of Tenn. Code Ann. 62-6-119.

In addition, the City of Memphis requires that the bidder's license number, license expiration date, and that part of the license classification that applies to the bid, appear on the outside of the envelope containing the bid. The bidder shall also include, on the outside of the bid envelope, the name, license number, license expiration date, and license classification of any subcontractor to be used by the bidder for electrical, plumbing and/or heating, ventilation or air conditioning work, provided that such classifications (i.e. electrical, plumbing or heating, ventilation or air conditioning) are applicable to the project. In the event that such classifications are not applicable to the project, the bidder shall indicate same on the outside of the bid envelope, by designating the classification and the words "not applicable" or "NA".

The above licensing disclosure requirements shall not apply to any bid that is less than \$25,000. If any bid amount, whether for the total bid submitted by the bidder as general contractor or for a sub-bid for electrical work, is less than \$25,000, the licensing disclosure requirements set out above are not applicable, and in lieu thereof the bidder must provide on the outside of the bid envelope, his name and address and/or the name and address of any such subcontractor whose sub-bid is less than \$25,000, along with the words "exempt from licensing requirement."

**THE CITY OF MEMPHIS WILL NOT OPEN OR CONSIDER ANY BID WHICH DOES NOT COMPLY WITH THE ABOVE LICENSING DISCLOSURE REQUIREMENTS.**

**"CERTIFICATION BY EACH BIDDER MUST BE MADE WITH RESPECT TO NONDISCRIMINATION IN EMPLOYMENT."**

**A BID BOND IS REQUIRED IF THE BID AMOUNT EXCEEDS \$100,000.**

Award of contracts will be made on the basis of the lowest and best bids as determined by the City of Memphis. **"Best Bid" shall be defined as the responsive quotation, that meets the contract documents, including, if applicable, any M/WBE Participation Goal as set out in this specification.**

Any claim of error in a bid must be filed in writing with the Administrator, Transportation Planning and Design, Room 668, 125 N. Main, Memphis, TN 38103 by noon the next working day following bid opening if a contractor wishes to withdraw his bid without forfeiture of his bid bond.

Any protest of award must be filed in writing with the Purchasing Agent within ten calendar days of the intent of award announcement. Intent of award announcement will be sent to all bidders by the Administrator, Transportation Planning and Design, after review of all opened bids.

By Order of the Mayor of the City of Memphis, Tennessee.

DR.WILLIE HERENTON,  
MAYOR

JEROME SMITH, CITY PURCHASING AGENT

**CITY OF MEMPHIS  
DIVISION OF ENGINEERING**

**DESIGN/BUILD  
REQUEST FOR PROPOSALS  
JANUARY 2005**

**1. Purpose:**

It is the intent of the City of Memphis to enter into a contract with a Firm to provide for the design and construction of a detention basin within the area bordered by Central Avenue to the north, Goodlett Street to the east, Robinwood Cove to the south and Roseland Place to the west. A grading and drainage plan for the detention basin along with a drawing of construction details is contained in Appendix "A".

To achieve this objective, the City of Memphis will receive and evaluate proposals from firms responding to this RFP. The proposed cost for this project will be in the form of a lump sum price. Award of a Design/Build Contract will be made on the basis of the lowest and best proposal as determined by the City of Memphis. The Proposer selected by the City of Memphis to perform these services will be required to satisfy the City's M/WBE requirements for the Project and the City's insurance and bonding requirements.

The scope of work and services under this contract encompasses various portions of work and services traditionally supplied by multiple firms under separate contracts with the City. It is the intent of this contract to combine all design and construction services under one design/build contract between the City and the Firm so as to establish a point of single responsibility.

**2. Background:**

The City of Memphis received complaints regarding flooding of the Roseland Place roadway and properties during storm events several times per year. With the proposed Robinwood Cove development on the horizon, area residents became concerned that local flooding problems would increase. In response, the City constructed a piping system to intercept approximately 7.5 acres of drainage. Still, backups occurred within the drainage area during 2.5 year storm events. A video camera survey of Black Bayou Culvert revealed no blockages. At this point the City was faced with either a system wide drainage improvement or increasing the capacity of Black Bayou Culvert. After studying various proposed solutions, the City elected to reduce storm water flow utilizing upstream detention. The site selected for the detention basin is the playing field area owned by Second Presbyterian Church. The ball field area provides the opportunity to regrade the site without destroying trees, allows for a 2% cross slope for the playing fields and provides approximately three acre-feet of storage. Preliminary calculations indicate that this detention capacity will allow for the reduction of an 8 year storm event to a 2.5 year storm event which can be carried by Black Bayou Culvert.

**3. Scope of Services:**

- A. Design, detail and build the detention basin and associated site work utilizing the schematic design presented in Appendix A.

B. Work includes all site work, pipe installation, inlet construction, outlet construction, tying into existing drainage lines and culvert, final grading of site, Bermuda sodding of site, tree removal, tree protection, stripping and stockpiling of material, Type "A" erosion control silt fencing, retaining wall, relocation of baseball backstops / fencing and the relocation of a water fountain.

#### 4. Project Requirements

A. Design Submittal: Project team will make one (1) preliminary design submittal and one (1) final design submittal to the City for review and approval prior to a construction "Notice to Proceed" being issued.

B. Professional Engineer: Design drawings and construction documents will be stamped by a Professional Engineer licensed in the State of Tennessee.

C. Contractor Licensing: Construction work must be performed by a General Contractor who is licensed in the State of Tennessee with a **HRA-A, E.2, E.5** or **MU-A.2, C, D.5** classification.

D. Construction Specifications: All work will be performed in accordance with the City of Memphis' Standard Construction Specifications.

E. Time of Completion: Final Design must be completed, reviewed and approved by the City within **9 weeks** (63 calendar days) from notice to proceed to begin design. Substantial completion for the construction phase must be reached within **22weeks** (154 calendar days) from notice to proceed to begin construction.

1. All time noted above is based upon consecutive calendar days. Upon acceptance of this contract, the contractor agrees to pay the City of Memphis the sum of **\$ 500.00** per day for liquidated damages for every calendar day that the design remains incomplete beyond sixty-three calendar days from date of Notice-to-Proceed to begin design. The 63 day design requirement does not include City review time.

2. The Contractor further agrees to pay the Owner the sum of **\$500.00** per day for liquidated damages for each calendar day that the project remains incomplete beyond 154 calendar days from the date of Notice-to-Proceed to begin construction. The completeness of the project is defined as the project reaching "Substantial Completion", as determined by the City.

3. Additionally, the Contractor agrees to pay the City of Memphis **\$ 500.00** per day for liquidated damages for each calendar day the punch-list work and submission of all close-out documents remains incomplete beyond thirty (30) days from date of Substantial Completion.

Construction time shall include all normal weather conditions, such as rain, snow, and freezing temperatures. Extension of time will not be allowed for the normal inclement weather, as recorded by the Memphis Area Office of the National Weather Service. Claims for delay attributed to unusually severe weather must be supported by National Weather Service climatological data covering the period in question and the same calendar period for the five preceding years.

F. M/WBE Program: This project is subject to the requirements of Ordinance #4388 which

establishes the Minority and Women Business Enterprise Procurement Program. It is the responsibility of the bidder to see that all requirements of the ordinance are met. The goal of the M/WBE Program is to increase the participation of M/WBE's in the Owner's purchasing activities. Toward achieving that objective, the M/WBE participation goal for this project is hereby established as **15%**. These percentages are defined as the dollar value of subcontracts awarded to certified minority or women business enterprises divided by the base bid amount. To qualify as an M/WBE firm, per the requirements of City of Memphis Ordinance 4388, a firm must be included on the City's list of certified M/WBE firms which is contained in Appendix B of this RFP. **IT IS ABSOLUTELY MANDATORY THAT A FIRM BE INCLUDED ON THE CITY'S LIST OF CERTIFIED M/WBE FIRMS. ONLY FIRMS INCLUDED ON THE M/WBE LIST INCLUDED IN THIS BOUND DOCUMENT SHALL BE CONSIDERED CERTIFIED M/WBE FIRMS.**

a) BID SUBMITTAL REQUIREMENTS

1. The bidder shall include with his bid the form found in Appendix H of this RFP.
2. If the bidder is a certified M/WBE, then the participation goal for the M/WBE classification of the bidder shall be deemed met.
3. If the bidder has not met the required participation goal (as stated above) in its bid, as documented on the Appendix H form of this RFP, then documentation of the bidder's "good faith effort" (Appendix I of this RFP) **shall be submitted with its bid.** This documentation shall include, but not be limited to the following:
  - (1) Attendance at pre-bid conference.
  - (2) Copies of written notification sent to all City of Memphis certified M/WBEs that perform the type of work to be subcontracted, in sufficient time to allow said M/WBEs to participate effectively, soliciting said M/WBEs' interest in working on the project and advising the M/WBEs;
    - (a) Of the specific work the bidder intends to subcontract;
    - (b) That their interest in the project is being solicited
    - (c) How to obtain information for the review and inspection of the plans, specifications and requirements of the bid.
  - (3) A written statement that economically feasible portions of work were selected to be performed by M/WBEs, including, where appropriate, segmenting elements of work or combining elements of work into economically feasible units. The ability of the bidder to perform the work with its own work force will not in itself excuse the bidder from making good faith efforts to meet participation goals.
  - (4) A statement of the efforts made to negotiate with M/WBEs, including:
    - (a) The names, addresses, and telephone number of M/WBEs, who were contacted;

- (b) The date negotiations took place;
  - (c) A description of the information provided to M/WBEs regarding the plans, specifications, and requirements for portions of the work to be performed.
- (5) A statement of the efforts made to assist M/WBEs contacted who need assistance in obtaining bonding, insurance, financing, or in reviewing the plans, specifications, and requirements of the bid.
  - (6) A statement that the bidder submitted all quotations received from M/WBEs and, for those quotations not accepted, a statement of the reasons why the M/WBE will not be used to work on the project.
  - (7) As to each M/WBE contacted which the bidder considered not to be qualified, a statement of the reasons for the bidder's conclusion based on a thorough investigation of said M/WBEs' capabilities.

**The determination of whether a bidder has made a good faith effort will be made by the City's Contract Compliance Officer, Director of Finance and the Purchasing Agent, prior to the award of the project.**

b) SUPPLEMENTAL SUBMITTAL REQUIREMENTS

- 1. Within fourteen (14) days after contract notification of award, the bidder shall submit Letters of Intent from the certified M/WBE subcontractors identified in the Section 00430 form submitted with its bid.
- 2. Within ten (10) days after receipt of an executed contract from the Owner, the contractor shall submit copies of executed subcontracts with the certified M/WBE's identified in the bid documents.
- 3. At the completion of the work, the Contractor shall submit to the Owner a final schedule of participating certified M/WBE's subcontractors, showing the final amount of each subcontract and payments.
- 4. With the submittal of Application for Payment, the Contractor shall provide certification that he has paid all previous progress payments to M/WBE subcontractors utilizing the form found in section 00640 or section 00641 (as appropriate) of the contract documents.

c) CHANGES TO DESIGNATED M/WBE SUBCONTRACTORS

- 1. Proposed changes to the designated participating of women or minority business enterprises in a bidder's bid, on any project, after submission of bids, including during performance of a contract, must be submitted to the Owner. Bidders and contractors must make every effort to replace a woman or minority business enterprise subcontractor with another certified woman or minority business enterprise, based on said enterprises' availability. All substitutes for women or minority business enterprise subcontractors or joint ventures require prior approval

of the Owner, not to be unreasonably withheld; and said approval may be granted for reasons including, but not limited to, the following.

- (1) Subcontractor requests that its subcontract or joint venture agreement with the prime contractor be voided;
- (2) Subcontractor is unable to perform the work;
- (3) Subcontractor has consistently performed unacceptable work.

d) FAILURE TO SUBMIT REQUIRED INFORMATION

1. A bidder's failure to submit any of the information required by this chapter may render the bid non-responsive and ineligible for consideration.

A determination by the Owner that the bidder or contractor has failed to comply with any provision of this chapter shall subject the offending party to any or all of the following penalties:

1. Declare the bidder's bid nonresponsive and ineligible to receive the involved contract;
2. If the bidder or contractor is a M/WBE, denial or revocation of the City certification as a M/WBE for a period not to exceed one (1) year;
3. Withholding from the contractor in violation ten (10) percent (%) of all future payments, in addition to retainage, under the involved project until it is determined that the contractor is in compliance;
4. Withholding from the contractor in violation all future payments under the involved project until it is determined that the Contractor is in compliance;
5. Exclusion from submitting a bid for any future procurement by the City until such time as the contractor demonstrates that it will comply with all of the applicable provisions contained in this chapter;
6. Termination, by the City, of the contract.

G. Examination of Site: Before submitting a bid, the proposer shall personally visit the site of proposed work and arrive at a clear understanding of the conditions under which the work is to be performed. No consideration will be allowed subsequently by reason of error or oversight on the part of the proposer or on account of interference by either the City or existing conditions.

H. Field Measurements: The proposer shall make his own measurements to verify square footage, elevations, dimensions and quantities to complete the project. The dimensions and areas indicated on the drawings are for reference only and are not to be construed as the actual dimensions and areas.

I. Prevailing Wages: As the construction value of this project is less than \$500,000.00, prevailing wages will not apply to this project.

J. Project Liability Insurance: Prior to execution of the design/build contract, the successful proposer must submit insurance documentation that meets the requirements for design insurance found in Appendix "C" and for construction insurance found in Appendix "D".

K. Bid Guarantee Requirements: Submit bid guarantee as a guarantee that:

- 1) Bidder will not withdraw bid for one hundred twenty (120) days after opening of proposals without Owner's written consent.
- 2) If bid is accepted, bidder will enter into formal contract with Owner, within ten (10) days after receipt of contract documents for execution.
- 3) If bid is accepted, bidder will execute required Performance bond and will obtain required insurance coverage within ten (10) days after receipt of contract.
- 4) Contract between Owner and Contractor will be submitted to the Contractor for signature, then returned to the Owner for signature. Performance Bond and all certificates of insurance must be submitted by the Contractor at the same time as he returns the signed contract to the Owner.
- 5) For bid proposals which exceed \$100,000, a bidder's bond or certified or cashier's check made payable to the City of Memphis on a solvent bank will be provided in the amount of 5% of the bid. Said instrument to remain in effect and will be returned only after the contract has been fully executed and secured. Additionally, the successful bidder shall execute a performance bond in an amount equal to 100% of the contract sum as security for the faithful performance of the contract and for the payment of labor and material furnished and incorporated into the work. The only acceptable form of instrument for this bond is bound herein. Bond shall be furnished through an agent domiciled and legally authorized to do business in the State of Tennessee, and delivered to the Owner not later than ten (10) calendar days after the date shown on written notice from the City. The proposed surety company must be one acceptable to the City of Memphis.
- 6) Bidder shall be liable to the Owner for full amount of bid guarantee as representing damage to the Owner on account of default of bidder if:
  - (a) Bid is withdrawn within one hundred twenty (120) days after receipt of bids without approval of Owner.
  - (b) Bidder fails to enter into contract with Owner and execute required Performance Bond and provide required insurance coverage within ten (10) calendar days subsequent to notice of award of contract.

## 5. Proposal Submittal Requirements

A. Proposals should be on 8 1/2" x 11" sheets (fold out sheets permitted)

- B. The Proposal/Bid Envelope **must contain** at a minimum the following completed forms:
1. Written proposal on the form provided in "Appendix E"
  2. Proposal / Bid Bond Form (provided in "Appendix F")
  3. City of Memphis Certificate of Nondiscrimination (form provided in "Appendix G")
  4. City of Memphis Minority/Women Business Enterprise (M/WBE) Program Form (provided in "Appendix H")
  5. Good Faith Effort Documentation M/WBE Program (form provided in "Appendix I") (to be filled out only if M/WBE goal not obtained)
- C. An organizational chart showing the team's member firms, both construction and design. The chart will reflect individual names who make up the team.
- D. The name, address, telephone number and fax number of one (1) person who will serve as point of contact for the project.

## 6. **RECEIPT AND OPENING OF BID / PROPOSALS**

- A. Bid / Proposals will be received by the City at the office of the City Purchasing Agent, Room 354, City Hall, 125 N. Main, Memphis, TN 38103, until 2:00 p.m, January 28, 2005; and then at City Council Chambers publicly opened and read aloud.
- B. Each bid shall be submitted in a sealed envelope, with the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the plumbing contract appearing on the outside of the envelope containing the bid along with the names of all Consulting Firms being utilized on the project.
- C. All bidders must have the following information on the outside of the bid envelope if the bid is to be opened and considered:
- 1) Name of Project: **Black Bayou Detention Basin – Design/Build Proposal**
  - 2) Contractor's Name:
  - 3) Contractor's Address:
  - 4) Contractor's License Number, expiration date, and that part of the classification applying to the bid. This information shall also be provided for the contractor applying to the bid for the plumbing portion of this project.
  - 5) Consultant's Name:
  - 6) Consultant's Address:
  - 7) The above due date, and bid opening time: 2:00 p.m.
- D. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to City Purchasing Agent; Room 354, City Hall; 125 N. Main; Memphis, TN 38103.
- E. Any bid may be withdrawn prior to the above scheduled time for opening of bids or



authorized postponement thereof. Any bid received after the time and date specified shall not be opened. Bidders must comply with all applicable licensing requirements.

F. The City of Memphis reserves the right to reject any and all bids and to waive any informality in bidding.

G. The City of Memphis reserves the right to delay award of this contract for a period of up to One Hundred Twenty (120) days after receipt of bids.

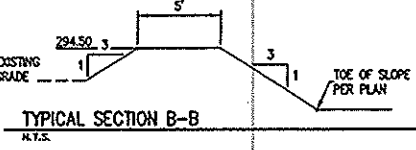
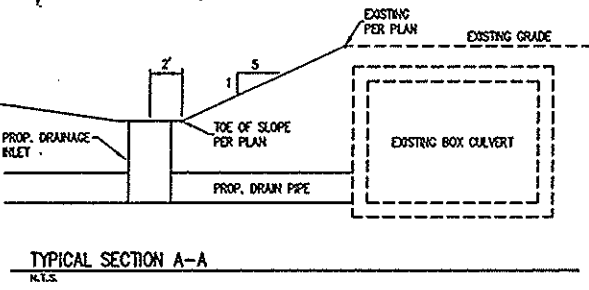
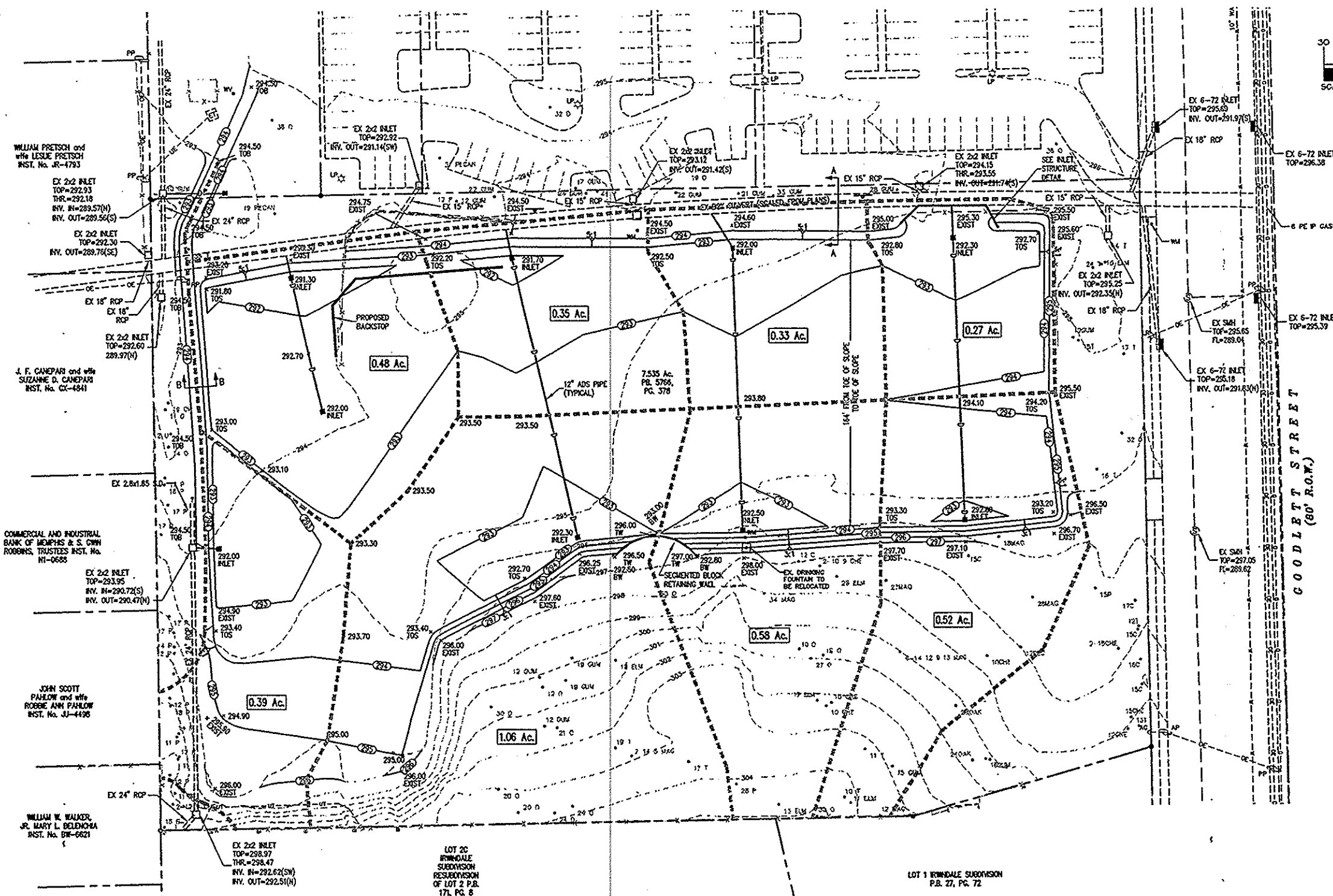
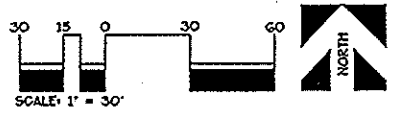
**7. AWARD OF CONTRACT:** Award of contracts will be made on the basis of the lowest and best bids as determined by the City of Memphis. "Best Bid" shall be defined as the responsive quotation, that meets the contract documents, including, if applicable, any M/WBE Participation Goal as set out in this specification.

**8. CONTINGENCY ALLOWANCE:** At the City's option, a Contingency Allowance may be included in this contract, if funds are available. This allowance may be up to 8% of the successful bid. If included, this allowance will be added to the successful bid by the City. This allowance shall be shown as a separate line item on the schedule of values and shall be used only upon the issuance of a written Construction Change Order. The Contractor is to include in his base bid all bond, permit and insurance costs to cover the amount of his base bid plus 8% to cover the potential establishment of a Contingency Allowance. Any unused portion of the allowance remaining at the completion of the contract shall revert back to the City as a credit.

**9. NONDISCRIMINATION :** All entities contracting with the City agree to abide by and to take affirmative action when necessary to ensure compliance with the nondiscrimination clauses set out below, and agree to show proof of non-discrimination upon request and to post in conspicuous places available to all associate agents and their employees. In the event of non compliance with city nondiscrimination clauses, or with provisions of Executive Orders 11141 (age), 11246, 11375 (women), 12086 (Viet Nam veterans), 110478 (federal employees), 11625 (minority business) 11701 (veterans), Title 41, Chapter 60 (handicapped) and specifically the handicapped affirmative action clause in Section 60-741.6.9 of OFCCP Rules, and any and all other federal laws prohibiting discrimination, contracts may be canceled, terminated, or suspended in whole or in part by the City of Memphis.

The bidder shall execute the specified City of Memphis Certificate agreeing that, if awarded the contract, he/she shall not discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex, in accordance with the citations listed in the above paragraph; and shall require the execution of such a certificate for each subcontractor prior to award of any subcontract with the further requirement that each subcontractor shall include identical requirements in any lower tier subcontracts which might in turn be made. FAILURE TO EXECUTE AND SUBMIT SUCH CERTIFICATE WITH THE BID SHALL CAUSE THE BID TO BE REJECTED AS NON-CONFORMING.

The successful bidder and all subcontractors under the general contract shall maintain copies of their payrolls and all subcontracts for each weekly payroll period for the life of the construction and for a period of **THREE (3) YEARS** after final release and payment is made by the City to the contractor.



LEGEND

---	PROPOSED CONTOUR
---	EXISTING CONTOUR
---	PROPOSED DRAINAGE
---	EXISTING DRAINAGE
---	TOP OF BANK
---	TOE OF SLOPE
---	TOP OF RETAINING WALL
---	PROPOSED SPOT SHOT
---	EXISTING TREE
---	DRAINAGE AREA
---	DRAINAGE DIVIDE

REVISIONS

DATE	DESCRIPTIONS	APPROVED

BLACK BAYOU DETENTION BASIN

DRAINAGE BASIN: BLACK BAYOU-SC Sheet 1 of 1

DIVISION OF ENGINEERING

GRADING & DRAINAGE PLAN

GOODLETT ST. @ CENTRAL AVE.

MEMPHIS, TENNESSEE

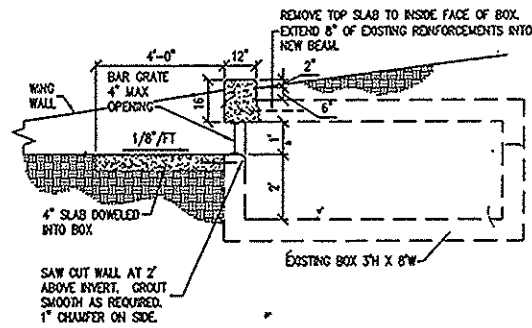
SURVEY: OLLAR SURVEYING DATE 11/2/01 BOOK

DRAFTED: ETL Corporation DATE 11/13/01 SCALE: AS SHOWN

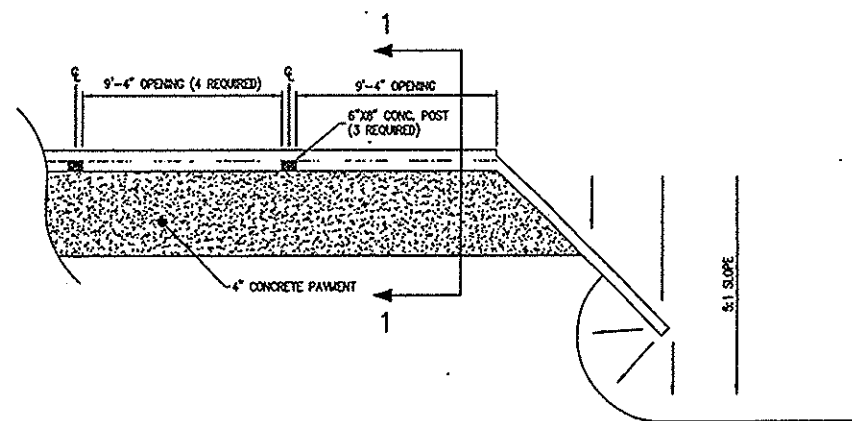
DESIGN: ETL Corp. DATE CHECKED DATE

APPROVED

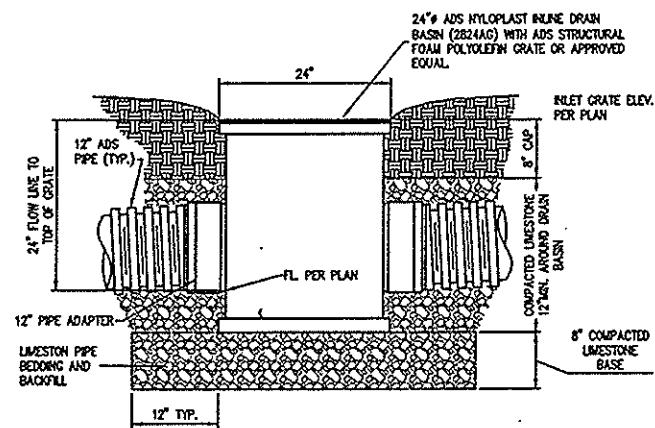
DEPUTY CITY ENGINEER DATE CITY ENGINEER DATE



1 SECTION - DISCHARGE STRUCTURE  
N.T.S.



2 PARTIAL PLAN VIEW - OUTLET STRUCTURE  
N.T.S.



3 FIELD INLET DETAIL  
N.T.S.

SEWER BASIN:			DRAINAGE BASIN:		
REVISIONS			NOT FOR CONSTRUCTION		
DATE	DESCRIPTIONS	APPROVED			
BLACK BAYOU DETENTION BASIN					
ENGINEER: ETI Corporation			ETI Project No. Q008-020		

Sheet 1 of 1

DIVISION OF ENGINEERING

CONSTRUCTION DETAILS

GOODLETT ST. @ CENTRAL AVE.

MEMPHIS, TENNESSEE

SURVEY ORLAR SURVEYING DATE 11/2/01 BOOK

DRAFTED ETI Corporation DATE 11/13/01 SCALE AS SHOWN

DESIGN ETI Corp. DATE CHECKED DATE

APPROVED

DEPUTY CITY ENGINEER DATE CITY ENGINEER DATE

**CITY OF MEMPHIS' CERTIFIED M/WBE LIST**

<b>ARCHITECTURAL/ENGINEERING/RELATED SERVICES</b>					
<b>COMPANY</b>	<b>CLASS.</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>
JACKSON PERSON & ASSOCIATES 358 Walnut Street, Memphis, TN 38126 Contact: John Jackson III 526-8386 office 521-6955 fax	MBE	Arch.- L'scape	Landscape architecture, planning, urban design and construction administration and inspection	14	D
BOUNDS & GILLESPIE ARCHITECTS, LLC. 7975 Stage Hills Blvd #4, Memphis, TN 38113 Contact: Danny Bounds 377-6603 office 388-5765 fax	MBE	Arch.	Architectural/structural engineering design services	14	E
CLARK-DIXON ASSOCIATES 2035 Madison Ave., Memphis, TN 38104 Contact: Dianne Dixon 272-9250 office 272-9251 fax	WBE	Arch.	Architectural design & Land Use Planning	5	C
SELF TUCKER ARCHITECTS 505 Tennessee, #101, Memphis, TN 38103 Contact: Jimmie Tucker 365-1982 office 365-1935	MBE	Arch.	Architecture, planning, interior design services	22	E
ENGINEERING DESIGN GROUP, PLLC P.O. Box 30165, Memphis, TN 38118 Contact: Martin Davis 309-9782 office 309-3855 fax	MBE	Engineer in firm, firm not licensed	Engineering, surveying, environmental design and other related civil engineering services	1	A
DUNNING-MARTIN ENGINEERING 3929 Whitbrook Street, Suite 100A Memphis, TN 38118 Contact: Lecia Martin, PE 360- 9148 office 360-9149 fax	MBE	Engineer	Professional consulting engineering services: Mechanical, Electrical & Plumbing, HVAC and Plumbing Design	5	B
ANGELA KESSEE ARCHITECT 24 S. Cooper, Memphis, TN 38104 Contact: Angela Kessee 274-3007 office 274-3007 fax	WBE	Arch.	Architecture planning	1	A
INTEGRATED MANAGEMENT SERVICES, P.A. 100 N. Main #924, Memphis, TN 38103 Contact: John Calhoun 543-0416 office (601)968-9192 fax	MBE	Engineer	Civil, structural and mechanical engineering, logistic services, operation and construction management	200	E
FOREMAN ENGINEERING SERVICES 5269 White Diamond St., Memphis, TN 38109 Contact: Junior Foreman 785-1031 office	MBE	Engineer	General civil engineering	1	A
DUNNING-MARTIN ENGINEERING 3929 Whitbrook Street, Suite 100A Memphis, TN 38118 Contact: Lecia Martin, PE 360-9148 office 360-9149 fax	MBE	Engineer	Professional consulting engineering services: Mechanical, Electrical & Plumbing, HVAC and Plumbing Design	5	B
E.W. MOON, INC. 1470 Monroe Ave., Memphis, TN 38104 Contact: Elvin W. Moon (901)722-8860 office (901)722-8857 fax	MBE	Engr.	Management Consulting: Engineering, Consulting and Construction Management	15	E
LEDFORD ENGINEERING & PLANNING, LLC 11762 Douglass St., #101, Arlington, TN 38002 Contact: Kevin Ledford (901)867-7800 office (901)867-7820 fax	WBE	Engr.	Engineering services: commercial & industrial site design, roadway design, gravity & pressure sanitary sewer design, water system modeling & design	6	C
<b>ARCHITECTURAL/ENGINEERING/RELATED SERVICES</b>					
<b>COMPANY</b>	<b>CLASS.</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>

**CITY OF MEMPHIS' CERTIFIED M/WBE LIST**

TOLES & ASSOCIATES 2851 Lamb Place, #2 Memphis, TN 38118 Contact: Sandra Webb 794-9815 office 794-9817 fax	MBE		Engr.	Engineering services - Civil, Structural, Transportation, Construction Administration, Site Improvement & Planning	12	E
FOUNDATION ENGINEERING MGMT, INC. 3687 Mary Oaks Drive, Memphis, TN 38133-2816 Contact: Linda Prather 386-2275 office 384-6170 fax	WBE		Engr.	Foundation inspections, structural evaluations	1	C
AFRAM CORPORATION 119 S. Main St., #500, Memphis, TN 38103 Contact: Solomon Akindoro 543-1116 office 543-8799 fax	MBE		Engr.	Construction Management, Cost Estimating, CPM Scheduling, and Civil, Structural, Mechanical, and Electrical Engineering	18	E
PHOENIX DRAFTING SERVICES 9416 Genova Loop E., Olive Branch, MS 38654 Contact: Nic Fortenberry (662)893-7665 office (662)893-7665 fax	MBE		Arch.	Architectural detailing, commercial and residential floor plans, as-built drawings and renderings	1	A
D. THURMAN & ASSOCIATES 6299 Prairie View, Bartlett, TN 38134 Contact: Debora Thurman 372-1126 office 380-4278 fax	WBE			Interior Design Services	1	C
DYSON ENGINEERING & TECHNICAL SERVICES 3088 Mon Cheri Lane, Memphis, TN 38119 Contact: Al Dyson 517-7330 office 737-3015 fax	MBE			Engineering consulting services, project management, environmental & OSHA compliance projects, & technical training	3	A
ENLIGHTEN LIGHTING DESIGN & CONSULTING 1756 York Avenue, Memphis, TN 38104 Contact: Lori Roper 272-8686 office 272-8686 fax	WBE			Lighting design & consultation	1	A
COOPER BLUEPRINT & SUPPLY CO., INC. 700 Mt. Moriah, Memphis, TN 38117 Contact: Betty Cooper 680-0081 office 683-3951 fax	WBE			Reprographic services	9	E
KATHERYN KING COLEMAN ASID, IBD, INC. 3131 Democrat, Memphis, TN 38118 Contact: Kathryn Coleman 756-0488 office 309-5857 fax	WBE			Interior Design Services	1	A
GTW ANALYTICAL SERVICES 3715 S. Perkins, Ste #7, Memphis, TN 38118 Contact: Terri Gray 323-5554 office 323-5573 fax	WBE			Analytical Laboratory (Testing Laboratory)	8	D
FREEMAN INDUSTRIAL SERVICES 5800-1 Stage Rd., Bartlett, TN 38134 Contact: Tom Freeman 380-8886 office 380-8887 fax	MBE			Industrial machinery, processing equip., material handling, mechanical engineering services, and installation	3	E
FITCH, WILLIAMSON, & CARTWRIGHT, INC. 8605 Huntleigh Way, Germantown, TN 38138 Contact: Lavelle Fitch 759-1864 office 759-1862 fax	MBE			Human resources & MWDBE Programs, Management consulting in the area of organizational management	14	C
<b>ARCHITECTURAL/ENGINEERING/RELATED SERVICES</b>						
<b>COMPANY</b>	<b>CLASS.</b>	<b></b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>

**CITY OF MEMPHIS' CERTIFIED M/WBE LIST**

CONSTRUCTION MANAGEMENT M.P.E. 219 Burwood, Memphis, TN 38109 Contact: Michael Fitch 331-0039 office	MBE			Construction Management, Mechanical, Plumbing, Electrical	5	A
INTERIOR IMAGE, INC. 1604 Kirby Parkway, Memphis, TN 38120 Contact: Viola Bute 756-0085 office 752-0222 fax	WBE			Interior Design Services	3	C
CHS ENGINEERING 7846 Wood Oak Cove, Cordova, TN 38016 Contact: Constance Hickey Scott 767-2557 office 767-5331 fax	WBE			Engineering Design & Consulting	1	B
<b>GENERAL CONTRACTORS</b>						
<b>COMPANY</b>	<b>CLASS.</b>	<b>DIV</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>
A-1 CONTRACTORS, INC. 4466 Elvis Presley Blvd, #143 Memphis, TN 38116 Contact: Sarah A. Carver 345-1333 office 345-1405 fax	MBE	1	BC-A,B	General Contractors - Residential and Commercial	1	D
AIRFIELD, ETC., INC. 7447 Glenmere, Cordova, TN 38018 Contact: Stephanie Poole 759-1879 office 758-0457 fax	WBE	1		Construction - airfield & inspection, concrete services	1	A
BRICKS, INC. 2302 Dwight Road Memphis, TN 38114 Contact: Ernest Owens 743-0990 office 744-9555 fax	MBE	1	BC, HRA, MU, HC	Building Construction- Res. Commercial, Industrial: Highway, Railroad, Airport Construction; Municipal & Utility Construction; Heavy Construction, Masonry	14	F
CLAYTON CONTRACTING, INC. 8781 Wood Mills Cove West, Cordova, TN 38016 Contact: Peggy Clayton 759-1193 office 331-0644 cell 757-4201 fax	WBE	1	BC	Concrete Contractor: bridge repair, box culverts, drainage, erosion control, site work, ditch lining, curb & gutter, retaining walls and city parks	11	E
DIXON SERVICES, INC. 1594 Two Place, Memphis, TN 38116 Contact: Mary Dixon/Charles Dixon 345-6608 office 396-0022 fax	MBE	1		General contractor/fire & water restoration, printing & packaging	20	D
IOANNES, INC. P.O. Box 27083, Memphis, TN 38167 Contact: Marshuana Blayde 775-3030 office 775-3040 fax	MBE	1	BC-A	Building Construction- Residential, Small Commercial, industrial new construction, and lead based paint abatement	1	C
ALM ABATEMENT, LLC. 2740 Whitten Rd., Ste 120, Memphis, TN 38133 Contact: Vickie Carter 937-5301 office 937-5302 fax	MBE	1		Asbestos abatement, lead based paint removal, mold remediation, environmental inspections and site assessments	3	A
JMAR BUILDING CO., LLC. 878 Concordia Cove, Collierville, TN 38017 Contact: James Knight (901)861-0878 office (901)861-0878 fax	MBE	1		Residential construction, residential development, renovation, lead abatement supervisor, land development	3	A
J. THOMAS & COMPANY, INC. 22 N. Second St., Memphis, TN 38103 Contact: James Thomas 525-6826 office 525-6843 fax	MBE	1		Environmental and general contracting services	12	E

**CITY OF MEMPHIS' CERTIFIED M/WBE LIST**

KELLEY'S CONSTRUCTION 3583 Southern Way, Bartlett, TN 38133 Contact: David Kelley (901)384-0225 office (901)384-3382 fax	MBE	1		Home improvement - repairs	3	A
SOLUTIONS TO ENVIRONMENTAL PROBLEMS (STEP), INC. 3890 Homewood Road, Memphis, TN 38118 Contact: Melanie Walls 363-5380 office 363-0801 fax	MBE	1	BC;HRA; MU;S-A; D157S-B	Environmental Engineering; Information systems; Construction	71	F
<b>GENERAL CONTRACTORS/SUBCONTRACTORS</b>						
<b>COMPANY</b>	<b>CLASS.</b>	<b>DIV</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>
PRECISE CONCRETE WORKS, LLC 1123 S. Third St. Memphis, TN 38106 Contact: Martin Carodine 774-8010 office 550-3826 cell 774-8031 fax	MBE	1	BC-A,B	General Contracting-Concrete Construction	3	B
SMS CONTRACTORS, INC. 1790 LaPaloma Street, Memphis, TN 38114 Contact: George Sanders 774-4171 office 774-9360 fax	MBE	1	BC-A,B; MU-C; S-U.S.T.	Building Construction - Commercial, Residential, Municipal & Utility Construction- Grading & Drainage;	5	A
SEIFERTH CONTRACTORS P.O. Box 140605, Memphis, TN 38114 Contact: Clarence Seiferth III 458-3976 office 327-2303 fax	MBE	1	BC-A,B	General construction contractor, remodeling, renovations and additions	7	D
SOUTH SEAS HOMES, INC. 2886 Cela Street, Bartlett, TN 38134 Contact: Leslie Wooten 382-2737 office 382-2938 fax	MBE	1	BC-A, Bsm	Building Construction- Residential, Small Commercial	3	D
T.I.V.I.C. CORPORATION 3106 Woodhills Drive, Memphis, TN 38128 Contact: Victor Murphy 218-8150 office 380-0042 fx	MBE	1		Construction for residential, commercial or industrial projects	15	A
T L T C, INC. 3493 Graceland Dr., Memphis, TN 38116 Contact: Alphonse Kneeland 726-4481 office/fx	MBE	1		Remodeling & new construction	3	B
A. A. PEST CONTROL 4859 Ortie Drive, Memphis, TN 38109 Contact: Aaron Powell 785-7889 office 785-7934 fax	MBE	2		Lawn Care Services, pest control, termite treatments, pre- treats	3	A
A & R EXPRESS 7750 October Rose Dr., Memphis, TN 38119 Contact: Antonio Brewer 461-1415 office 624-0136 fax	MBE	2		Transportation of general commodities	15	E
AFFINITY LAWNSCAPE 8765 Baker, Lake Cormorant, MS 38641 Contact: Alison Price 662-781-3608 office 662-781-9956 fax	WBE	2		Lawn & Landscape installation and maintenance	6	B
A.L.J. CONTRACTORS, CO. P.O. Box 1278 West Memphis, AR 72301 Contact: Alfred Robinson (870)732-9809 office (870)732-9809	MBE	2		Grading, drainage and bse paving, hauling	2	C
ALL SEASON HYDRO SEEDING 3301 Lynchburg St., Memphis, TN 38134 Contact: Mary Davis 213-4828 office 213-4828 fax	MBE	2		Hydro seeding, erosion control, soil stabilization	2	A

**CITY OF MEMPHIS' CERTIFIED M/WBE LIST**

BEAN & PRINCE CONTRACTORS, INC. 1996 Danielson Place, Memphis, TN 38114 Contact: Lee Bean 774-5237 office 774-5479 fax	MBE	2		Tree trimming, mowing & grounds maintenance	80	E
DOWCO CONSTRUCTION 6871 East Raleigh-LaGrange, Memphis, TN 38134 Contact: David White 383-9887 office 383-2884 fax	MBE	2		General contractor/civil concrete contractor	8	D
<b>SUBCONTRACTORS</b>						
<b>COMPANY</b>	<b>CLASS.</b>	<b>DIV</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>
L.S. SIPP CONSTRUCTION 973 Rockpoint #6, Memphis, TN 38116 Contact: Lawson Sipp 396 6160 office/fax	MBE	2		General concrete placement, curb & gutter, ditch paving, sidewalk, paving	6	B
CH HILL, INC. 1956 Dunn Avenue Memphis, TN 38114 Contact: Marcel Harrell 743-1310 office 743-1556 fax	MBE	2		Landscaping contractor, excavating, sodding, erosion control, hauling and other heavy construction services, highway construction	20	E
COR-BITS CORING & CUTTING 6706 Fletcher Creek Cove, Memphis, TN 38133 Contact: Melissa Corbett 382-2594 office 382-0944 fax	WBE	2		Concrete cutting services	10	E
DYSON CONSTRUCTION, LLC. 275 South Walnut Bend Road, Ste 100 Cordova, TN 38018 Contact: Troy Dyson 309-6690 office 309-6691 fax	MBE	2		Concrete, General construction	36	C
HOME MAINTENANCE, SERVICE & REPAIR 1121 South Prescott Road, Memphis, TN 38111 Contact: Roy Brown 323-5813 office 323-9197 fax	MBE	2		All phases in renovation, carpentry, painting, plumbing, drive-ways, patios, sidewalks, lawn service and landscaping	1	A
DAVIS & DAVIS, INC. P.O Box 30165 Memphis, TN 38130 Contact: Janice Davis-Coates 368-4779 office 368-4779 fax	MBE	2		Construction, Trucking	14	A
DAWUD TREE SPECIALTY & LAWN SERVICE 1528 Patterson, Memphis, TN 38111 Contact: Dawud Beyah 744-3026 office 744-3026 fax	MBE	2		Tree specialty and lawn service	4	A
EARTHWORM LANDSCAPING & TRUCKING 1232 S. Wellington, Memphis, TN 38106 Contact: Clinton Gipson 946-1400 office 946-1401 fax	MBE	2		Custom Landscaping, Lawncare & Maintenance	14	B
E & S ENTERPRISES P.O. Box 281342, Memphis, TN 38168 Contact: Shalonda Turner 553-9805 office	MBE	2		Concrete, drywall, dirt work, and landscaping	4	A
EWING MOVING SERVICE, INC. & STORAGE 827 S. Main St., Memphis, TN 38106 Contact: Charles Ewing 774-2197 office 942-1368 fax	MBE	2		Local, long distance, and international moving corporate/residential, climate controlled warehouse storage	35	E
FREEMAN'S LAWN CARE SERVICE 1139 Bridgewater Rd., Cordova, TN 38018 Contact: James Freeman/Pat Freeman 372-4743 office 372-0436 fax	MBE	2		Weeding, feeding, sodding, seeding, and finish grading	5	C



**CITY OF MEMPHIS' CERTIFIED M/WBE LIST**

FREIGHT MANAGEMENT EXPERTS, INC. 6254 Poplar Ave., Suite 201, Memphis, TN 38119 Contact: Mary Jones 766-1806 office 766-1862 fax	MBE	2		Transport freight	2	A
GENERAL MOVING COMPANY, INC. 5361 Jordan Drive, Memphis, TN 38116 Contact: Sidney Montgomery 398-8696 office 398-9445 fax	MBE	2		Local and commercial moving & storage, long distance relocation	19	C
<b>SUBCONTRACTORS</b>						
<b>COMPANY</b>	<b>CLASS.</b>	<b>DIV</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>
JAMES SMITH LANDSCAPING & TRUCKING 4886 Gill Rd., Memphis, TN 38109 Contact: James Smith 789-5767 office 789-0130 fax	MBE	2		Hauling, shrubs, trees, lawns, mulching, seeding, transplanting, paving, asphalt, and concrete	5	A
JAMES W. ROSSER, JR. TRUCKING 3344 Scottsdale Cove, Memphis, TN 38115 Contact: James Rosser, Jr. 542-9652 office 272-7422 fax	MBE	2		Heavy duty hauling - rubble, dirt	2	A
LONG'S TRUCKING, LLC 9530 Cub Lake Road, Memphis, TN 38632 Contact: Dana Long (662)449-0935 office (662)449-0754 fax	WBE	2		Hauling gravel, sand limestone and dirt	1	A
KEITH ROGERS ENTERPRISES 6046 Cottage Hill Drive, Millington, TN 38053 Contact: Keith Rogers 872-1934 office 383-2323 fax	MBE	2		Miscellaneous labor, general labor and asbestos abatement service	1	A
MAJESTIC LANDSCAPING 3864 Hickory Farms, Memphis, TN 38115 Contact: Joseph Chalmers 375-1621 office 375-1621 fax	MBE	2		Landscaping, total lawn maintenance and irrigation	3	B
MIRACLE TRANSPORTATION, INC. 4466 Elvis Presley Blvd., Ste 255 Memphis, TN 38116 Contact: Robert Farris, Sr. 315-1010 office 774-8801 fax	MBE	2		Hauls freight within the 48 states	6	C
BANDELE TRANSPORTATION, INC. 7133 Chevy Chase, Memphis, TN 38125 Contact: Katie Boyce-Berry 218-1706 office 758-8128 fax	MBE	2		Trucking, local delivery, drop & hook, yard hustler, Hazmat, medical waste pickup & recycle pickup	5	A
DAMRON TRUCKING, INC. 4236 Chloe, West Memphis, AR 72301 Contact: Lee Damron (870)733-0835 office (870)733-0835 fax	MBE	2		Supply and haul liquid asphalt and all types of aggregate	5	F
V. MCGEE TRUCKING, INC. 3773 Roman Forest Drive, Southaven, MS 38672 Contact: Venesia McGee (662)893-0088 office (662)890-3933	WBE	2		Dump trucks hauling dirt, sand, gravel, and asphalt	9	E
PAYNE & SONS GRADING COMPANY 9896 Kingsridge Dr. Lakeland, TN 38002 Contact: Jackson Payne, Jr. 388-0453 office 388-3326 fax	MBE	2		Excavating, grading, hauling of dirt and gravel, demolition, and clearing land.	8	D
PEOPLE'S CHOICE LAWN SERVICE 1333 Timothy Dr., Memphis, TN 38116 Contact: Willie Wright 345-6818 office 345-6818 fax 524-3182 *51 pager	MBE	2		Lawn care, mulching, planting, tree trimming	3	A

**CITY OF MEMPHIS' CERTIFIED M/WBE LIST**

LINCO PLANT IDENTIFICATION CO. 5790 Distribution Dr., Memphis, TN 38141 Contact: Linda Campbell 795-8288 office 795-8890 fax	WBE	2		Manufacturer signs, tag, and labels	5	C
<b>SUBCONTRACTORS</b>						
<b>COMPANY</b>	<b>CLASS.</b>	<b>DIV</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>
SHEILA'S ENTERPRISES DBA EVERGREEN GRASSERS 400 Graceful Point Cove, Hernando, MS 38632 Contact: Sheila D. Scruggs (662)393-3040 office (662)429-0598 fax	WBE	2		Sodding, Seeding and Irrigation Services	5	A
SMITH'S LAWN SERVICE 2036 Joe Brooks Cove, Memphis, TN 38134 Contact: Leslie C. Smith 388-0665 office	MBE	2		Landscaping, Tilling Gardens, Mulching, Gathering Leaves, Pruning Shrubs	9	A
SOUTH MEMPHIS FENCE CO. 2836 Lamar, Memphis, TN 38114 Contact: Warren Price 745-9110 office 745-9101 fax	MBE	2		Fence construction/erection, repairs, window guards, landscaping	11	D
SOUTHLAND ENTERPRISES 6171 Holly Park Memphis, TN 38141 Contact: J.C. Payne 363-8440 office 363-8431 fax	MBE	2		Demolition, grading, and clearing, site prep, drainage	6	B
SUPERIOR TRAFFIC CONTROL-MEMPHIS, INC. P.O. Box 381526, Germantown, TN 38183 Contact: Rebecca R. Wood 737-9958 office 737-9984 fax	WBE	2		Traffic control devices, sales and service, i.e., arrow boards, construction signs, drums, lane closures	6	C
JOYCE SIGNS, INC. 515 S. Main #101, Memphis, TN 38103 Contact: Joyce P. Lower 543-1950 office 351-7573 cell 543-1951 fax	WBE	2		Custom Design of interior/exterior signage, signage systems & installation service	5	D
WADE ENTERPRISES 2438 Rozelle Avenue, Memphis, TN 38114 Contact: Luster Wade 775-3500 office 775-3504 fax	MBE	2		Demolition, pipe laying, landscaping, pouring concrete	7	C
WHITTINGTON WRECKING & DEMOLITION P.O. Box 11285, Memphis, TN 38111 Contact: Rickie Whittington 345-5363 office 345-1613 fax 210-1001 cell	MBE	2		Wrecking, construction and demolition	7	C
CLAYTON CONTRACTING, INC. 8781 Wood Mills Cove West, Cordova, TN 38018 Contact: Peggy Clayton 759-1193 office 754-9701 fax	WBE	3	BC	Concrete Contractor: bridge repair, box culverts, drainage, erosion control, site work, ditch lining, curb & gutter, retaining walls and city parks	12	E
PRECISE CONCRETE WORKS, LLC 1123 S. Third St., Memphis, TN 38106 Contact: Martin Carodine 774-8010 office 550-3826 cell 774-8031 fax	MBE	3	BC-A,B	General Contracting-Concrete Construction	3	B
S & W ASPHALT PAVING & SEALING CO. INC. 1188 Minna Place, #210 Memphis, TN 38104 Contact: Floyd Veasley 726-5398 office 726-5428 fax	MBE	3	MU-D	Municipal & Utility Construction- Base Paving; sealing, incidental excavation, truck hauling	17	E
<b>SUBCONTRACTORS</b>						
<b>COMPANY</b>	<b>CLASS.</b>	<b>DIV</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>

**CITY OF MEMPHIS' CERTIFIED M/WBE LIST**

BRICKS, INC. 2302 Dwight Road Memphis, TN 38114 Contact: Ernest Owens 743-0990 office 744-9555 fax	MBE	4	BC, HRA, MU, HC	Building Construction- Res. Commercial, Industrial: Highway, Railroad, Airport Construction; Municipal & Utility Construction; Heavy Construction, Masonry	14	F
PRODUCTION MASONRY 6870 Stout Rd, Memphis, TN 38119 Contact: Mickey Popple-Jordan 362-7373 office 794-1376 fax	WBE	4		Masonry subcontractor	6	A
SMITH MASONRY 2224 Freemont, Memphis, TN 38114 Contact: Betty Bradley 744-8668 office 744-8886 fax	MBE	4		Construction/Masonry	28	C
TOP CAT MASONRY CONTRACTORS 3333 Elvis Presley Blvd., Suite 103 Memphis, TN 38116 Contact: Brigitte Green 344-0114 office 344-0115 fax	MBE	4		Masonry contractors	30	E
THE FANTASTIC STEEL BALL 5384 Poplar Ave., Ste 333, Memphis, TN 38119 Contact: Marcellus Lewis 683-1636 office 683-1636 fax	MBE	5		Purchasing & selling steel and aluminum products	3	A
GNUOY RE-BAR 1267 Finley Road Memphis, TN 38116 Contact: Willie B. Young 344-9844 office 344-9844 fax	MBE	5		Rebar steel erection company	4	A
MCFARLANDS WELDING & FABRICATION 1079 Chelsea Avenue Memphis, TN 38107 Contact: Fred McFarland 522-1733 office 522-1733 fax 482-0132 cell	MBE	5		Welding, Set Rebars Structural of Steel Fabrications and Erections	4	A
WALKER STEEL P.O. Box 30697, Memphis, TN 38130-0697 Contact: J.D. Walker 527-6729 office 527-6729 or (662)349-1379 fax	MBE	5		Steel fabricated materials, and construction management	4	E
INTERIOR FOCUS, INC. 7740 Trinity Road, Cordova, TN 38018 Contact: Amy Duren 758-1171 office 756-2622 fax	WBE	7		Supply & install commercial flooring	4	A
WATERPROOFING SYSTEMS, INC. 2193 Frisco Avenue, Memphis, TN 38114-4725 Contact: Chellie Warner 743-3404 office 743-3069 fax	WBE	7	BC-11,14; S-Concr.	Commercial caulking, waterproofing, masonry restoration, floor coatings, truckpointing, special coatings, roof coatings, painting and sandblasting	43	E
PETRA MASONRY, LLC 7258 Memphis-Arlington Rd, Suite B Memphis, TN 38135 Contact: Debbie Fortner 384-4800 office 384-4848 fax	WBE	7		Construction	7	D
<b>SUBCONTRACTORS</b>						
<b>COMPANY</b>	<b>CLASS.</b>	<b>DIV</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>

**CITY OF MEMPHIS' CERTIFIED M/WBE LIST**

BOCART ENTERPRISES 4903 Pebblerock, Memphis, TN 38141-8557 Contact: George Boyd 365-7409	MBE	9		Installation of insulation	1	A
EVERETT'S FLOOR SERVICE 3580 Sky Harbor Cove, Memphis, TN 38118 Contact: Estell Everett, Jr. 797-9918 office 363-5501 fax	MBE	9		Installation and servicing of hardwood floors	8	D
PRECISION INSTALLATION OF MEMPHIS 3256 S. Avenel Cove, Memphis, TN 38125 Contact: Clyde Terry, Jr. 406-3401 office 748-0048 fax	MBE	9		Installation and sales of modular furniture, carpet cleaning residential and commercial, warehouse storage facility	5	A
BAILEY DECORATING 6535 Goldeneye Drive, Memphis, TN 38141 Contact: James E. Bailey, Jr. 230-2807 office 366-8441 fax	MBE	9		Painting and wallcovering	1	A
CREATIVE PAINTING & DESIGN 1189 Hamilton Street, Memphis, TN 38114 Contact: Joe Rodgers 743-5838 office	MBE	9		Painting	5	A
INTEGRITY DRYWALL 3290 New Getwell # 212, Memphis, TN 38118 Contact: Actavatis Allen 662-252-3883 office 662-252-1932 fax	MBE	9		Metal Stud Framing, Hanging Drywall Insulation	9	C
LONG'S AAA PAINTING 1250 Ryanwood Avenue, Memphis, TN 38116 Contact: Calvin Long 348-6464 office 348-6464 fax	MBE	9		Painting	9	B
MATTHEWS CONTRACT PAINT. P.O. Box 18868, Memphis, TN 38181 Contact: Dennis & JoEvelyn Matthews 360-8787 office 360-9900 fax	MBE	9		Commercial & residential painting	10	C
QUALITY PAINTING AND DECORATING 3491 Kensett Drive Memphis, TN 38127 Contact: Annie Montgomery 353-3966 office 353-3966 fax	MBE	9		Commercial, residential, and industrial painting (interior and exterior)	1	A
TILE SHOP 3192 Park Ave., Memphis, TN 38111 Contact: Jane B. Pugh 452-1012 office 327-7142 fax	WBE	9		Commercial Ceramic & quarry tile, slate, marble & granite contractors	16	D
CONTRACTORS PRODUCTS AND SPECIALTIES 10477 Long Road Arlington, TN 38002 Contact: Roxie N. Bradley 867-0098 office 867-1001 fax	WBE	10		Commercial specialty items	2	C
BLIND AMBITION OF TENNESSEE, LLC. 2602 Faxon Avenue, Memphis, TN 38112 Contact: Doni Sadler 324-7733 office 324-2996 fax	WBE	10		Wholesale distributors of Mini- blinds, wood blinds, aluminum blinds-full service: measure/estimate and install	5	C
<b>SUBCONTRACTORS</b>						
<b>COMPANY</b>	<b>CLASS.</b>	<b>DIV</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>

**CITY OF MEMPHIS' CERTIFIED M/WBE LIST**

ACUFF INTERNATIONAL, INC. 3126 Sandbrook, Memphis, TN 38116 Contact: Susan Acuff 755-8100 office 755-6644 fax	WBE	11		Machinery moving, industrial warehousing, millwright service, crane service, turnkey plant relocation	9	E
DIVISION 10, INC. 7730 A Trinity Road, Cordova, TN 38018 Contact: Christine Saunders 755-2623 office 753-8469 fax	WBE	11		Manufacturer's representative-sale of specialty material to general contractors	4	E
SOUTHERN SALES & SERVICES CO., INC. 1822 Latham Street, Memphis, TN 38106 Contact: W. Bill Crawley 942-2158 office 942-2265 fax	MBE	11		Electrical, industrial mill supplies, safety and welding supplies and janitorial maintenance supplies	5	E
TRENCH SAFETY AND SUPPLY INC. 3000 Ferrell Park Cove, Memphis, TN 38116 Contact: Melissa Dow 346-5800 office 346-1060 fax	WBE	11		Rent, sell and service construction safety equipment and site prep equip. Also offers OSHA reqd training and safety supply	14	E
PERSONAL SAFETY FIRST, LLC 333 Burwood Dr., Memphis, TN 38109-6756 Contact: Kenneth Williamson 785-1617 office 789-6062 fax	MBE	11		Industrial Safety Equipment	2	B
MEMPHIS INDUSTRIAL SAFETY SUPPLY 320 Washburn Drive, Memphis, TN 38109 Contact: Gerald A. Turner 789-3730 office 789-1467 fax	MBE	11		Wholesale distributor of gloves, safety supplies, boots, rainwear, tools, protective clothing, maintenance products etc.	1	A
HESS ENVIRONMENTAL SERVICES, INC. 6057 Executive Centre Drive, #6 Memphis, TN 38134 Contact: Connie Hess 377-9139 office 377-9150	WBE	13	S-D	S-Construction remediation system for sites w/leaking U.S.T. and hazardous waste handling	14	E
SCS ENVIRONMENTAL GROUP, LLC. 96 Bailey Drive, Olive Branch, MS 38654 Contact: Shawn Stewart-Pool 662-893-6700 office 662-890-6088 fax	WBE	13		Consulting work in environmental, health, and safety issues. Hauling of contaminated or uncontaminated soil	6	E
A. PARKER & SONS PLUMBING 4769 Daphne Road, Memphis, TN 38118 Contact: Arlander Parker (901)360-1497 office (901)360-1899	MBE	15		Commercial & Residential Plumbing; Repair of existing or installation of new	5	B
AIR CONDITIONING & HEATING SPECIALISTS 2804 Southmeade, Memphis, TN 38127 Contact: Terrance Cannon (901)358-3410 office (901)358-3411 fax	MBE	15		Heating, air conditioning and ventilation	6	D
GIPSON MECHANICAL CONTRACTORS, INC. 6863 Raleigh Lagrange Rd. Memphis, TN 38134 Contact: Winston Gipson 388-6149 office 388-6062 fax	MBE	15	MC	Commercial and industrial piping, heating, ventilation, air conditioning, controls, and test and balances	53	F
HULL MECHANICAL 2868 Lamb Place, Memphis, TN 38118 Contact: Karen Stephens 362-2200 office 795-4610 fax	WBE	15	MC; MU	HVAC, underground piping, water treatment plants/waste, water treatment plants	6	F
<b>SUBCONTRACTORS</b>						
<b>COMPANY</b>	<b>CLASS.</b>	<b>DIV</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>

**CITY OF MEMPHIS' CERTIFIED M/WBE LIST**

M & H HEATING, AC & REFR. 1740 September Street, Memphis, TN 38116 Contact: William Moss 332-9314 office 332-2852 fax	MBE	15	MC-A,C; CMC-C; BC-28	Sales, service, installation of heating, ventilation and air conditioning.	7	E
MCDONALD'S PLUMBING 3254 S. Third Street, Memphis, TN 38109 Contact: Harold McDonald 398-7529 office 398-1917 fax	MBE	15	CMC-A	Plumbing contractor - residential, commercial, and industrial	6	D
NELSON PLUMBING 3360 Fontaine Road, Memphis, TN 38116 Contact: Willie Nelson 332-5670 office 332-5680 fax	MBE	15	MC-A; MU- A,2,3 CMC-A,C	Mechanical Contracting- Plumbing; Municipal & Utility Construction - Underground Plumbing; Statewide Mechanical Contracting- Plumbing, HVAC Refrigeration	25	E
AJ COMMUNICATIONS AND CONSULTING, INC. 7659 Stonycreek Cove, Memphis, TN 38671 Contact: Susan Williams 662-393-2036 office 662-393-6372 fax	WBE	16		Low voltage cabling for telephones, data, paging and security cameras	6	B
ALLIED ELECTRICAL 1190 Walker Avenue, Memphis, TN 38106 Contact: Michael Eskridge 942-7725 office 942-7755 fax	MBE	16	E, CE	Industrial & commercial wiring	71	F
ALL TECH ELECTRIC 2364 Kimball Avenue, Memphis, TN 38114 Contact: James Frazier 743-5401 office 743-5411 fax	MBE	16		Electrical contractor	9	C
HERITAGE ELECTRIC CONTR. 1254 Lamar Avenue #106, Memphis, TN 38104 Contact: Charles Hamlin 272-1239 office 272-9960 fax	MBE	16	CE	Electrical contractor-industrial, residential, and commercial	10	D
PYRAMID ELECTRIC, INC. 2000 Charles Bryan Road, Memphis, TN 38133 Contact: Anita Haines 382-2000 office 377-3200 fax	WBE	16		Electrical construction	94	F
INDUSTRIAL SALES COMPANY 7520 Bartlett Corp Drive Bartlett, TN 38133 Contact: Judy May 380-5460 office 213-9208 fax	WBE	16		Wholesale distribution of electrical and lighting products	7	F
QUAD "W" COMMUNICATIONS 5086 Skippy, Memphis, TN 38116 Contact: Floyd V. Wortham 398-1979 office	MBE	16		Fiber technologies, installation and sales, data & telephone networks	2	A
SURGE ELECTRIC 4381 Walden Cove, Memphis, TN 38125 Contact: Reginald Hervey 758-1968 office 757-7910 fax	MBE	16	CE-B	Statewide Electrical Contracting - buildings & structures & maintenance	3	B
SOUTHERN COMMUNICATION SYSTEM, INC. 5 North Third Street #2030, Memphis, TN 38103 Contact: George Dobbins 523-7236 office 578-8741 fax	MBE	16		Electrical contractor and telecommunications	6	A
<b>SUBCONTRACTORS</b>						
<b>COMPANY</b>	<b>CLASS.</b>	<b>DIV</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>

**CITY OF MEMPHIS' CERTIFIED M/WBE LIST**

SUPERIOR INDUSTRIAL SUPPLY, INC. P.O. Box 820207, Memphis, TN 38112 Contact: Rita Montessi 327-0450 office 327-0470 fax	WBE	16		Distributor of safety & industrial supplies	14	E
<b>CONSTRUCTION CLEANUP/JANITORIAL RELATED SERVICES</b>						
<b>COMPANY</b>	<b>CLASS.</b>	<b>DIV</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>
A-2 ENTERPRISES 3221 Gina Drive, Memphis, TN 38118 Contact: Barbara Anderson 369-8051 office	MBE			Janitorial Services	2	A
ACTION CHEMICAL, INC. P.O. Box 575, Memphis, TN 38101 Contact: Sherry Crowe 522-8783 office 452-1366 fax	WBE			Janitorial Supplies, Maintenance Chemicals & Paper Products	7	D
AMNESTY PROFESSIONAL SERVICES 3618 Commerce Circle, Memphis, TN 38118 Contact: Lorenzo Myrick 797-8988 office 797-9881 fax	MBE			Maintenance, spraying horticultural, lawn & garden, carpet & upholstery	15	D
CERTS, INC. 7250 Autumn Forrest Drive, Memphis, TN 38125 Contact: Cannon Johnson, Jr. 756-1992 office 756-1992 fax	MBE			Commercial cleaning	10	A
MEMPHIS CHEMICAL & JANITORIAL SUPPLY 2717 Huntley Drive, Memphis, TN 38132 Contact: Charles Barnes 521-1612 office 521-1613 fax	MBE			Chemical & Janitorial Supplies	7	D
EXECUTIVE SERVICES COMMERCIAL CLEANING COMPANY P.O. Box 196, Collierville, TN 38027 Contact: Jill Dyson 857-3533 office 854-7488 fax	MBE			All commercial cleaning, nightly cleaning and final cleaning on construction jobs	37	A
COMMERCIAL JANITORIAL SERVICE OF MPHS 3333 Elvis Presley Blvd.#102, Memphis, TN 38116 Contact: James Moy, Jr. 398-3989 office 398-3979 fax	MBE			Janitorial Service: strip & wax floors, industrial cleaning, carpet cleaning, construction clean up	7	A
MR. SPIC & SPAN CLEANING SERVICES, 6001 Summer Sun Square #1, Memphis, TN 38115 Contact: Leon D. Flowers 363-9334 office 942-1401 fax	MBE			Janitorial services	5	A
SERV-N-SHINE 2445 Lisa Avenue, Memphis, TN 38127 Contact: Toni Ghoston 354-5703 office 354-5703 fax	MBE			Janitorial service	2	A
STEWART BUILDING MAINTENANCE, INC. P.O. Box 751043, Memphis, TN 38175-1043 Contact: Michelle Stewart 756-2760 office 544-7002 office 544-9901 fax	MBE			Janitorial Services	59	D
FACILITIES MAINTENANCE EXPERTS 2753 S. Mendenhall, Ste 35, Memphis, TN 38115 Contact: Craig Dandridge 363-6077 office 363-6202 fax	MBE			Facilities Maintenance; Janitorial; Construction Clean up	360	A
<b>CONSTRUCTION CLEANUP/JANITORIAL RELATED SERVICES</b>						
<b>COMPANY</b>	<b>CLASS.</b>	<b>DIV</b>	<b>LICENSE</b>	<b>SERVICE</b>	<b># EMP.</b>	<b>SALES</b>

**CITY OF MEMPHIS' CERTIFIED M/WBE LIST**

SHEILA SWETT CONSULTING 2918 Cotton Boll Cove, Germantown, TN 38138 Contact: Sheila Swett 752-9052 office 752-9055 fax	WBE			Elevator consulting, maintenance evaluation and inspection services	3	B
CUSTOM PALLETS, INC. 8972 Pembroke Ellis Drive, Memphis, TN 38133 Contact: Ledell Lowe 382-4535 office 937-8887 fax	MBE			Janitorial services,sales and service of wood pallets	3	B
QUARLES BUILDING MAINTENANCE, INC. 1720 September, Memphis, TN 38116 Contact: Wallace Callahan 345-3015 office 345-3055 fax	MBE			Janitorial services	175	E
K & K SERVICES, LLC 2296 Boyle, Memphis, TN 38114 Contact: William Kegler 744-0944 office 744-1041 fax	MBE			Ground maintenance and janitorial services	10	E
WALKER'S CLEANING STAFF 1713 Homedale, Memphis, TN 38116 Contact: Patrice Walker 345-1431 office 320-3235 fax	MBE			Janitorial services	1	A
<b>CODE</b>				<b>REVENUE RANGE</b>		
<b>A</b>				<b>\$0 - \$99K</b>		
<b>B</b>				<b>\$100K - \$249K</b>		
<b>C</b>				<b>\$250K - \$499K</b>		
<b>D</b>				<b>\$500K - \$999K</b>		
<b>E</b>				<b>\$1.0 Mil - \$2.999 Mil</b>		
<b>F</b>				<b>\$3.0 Mil +</b>		



## CONSULTANT INSURANCE REQUIREMENTS

The Consultant shall be responsible for all injuries or damages of any kind to persons or property resulting from the use of the City facility.

The Consultant shall not commence any work under this contract until he has obtained and caused his subconsultants to procure and keep in force all insurance required under this section. The Engineer shall furnish the Risk Manager a Certificate of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in force and effect.

If any of the Insurance Requirements are not completed at the renewal dates, payment to the Consultant may be withheld until those requirements have been met, or at the option of the City; the City may pay the renewal premiums and withhold such payments from any monies due the Consultant.

The Consultant shall indemnify, defend, save and hold harmless the City, its officers, employees, and agents, from and against any and all claims, demands, suits, actions, penalties, damages, settlements, costs, expenses, or other liabilities of any kind and character arising out of or in connection with the breach of this Agreement by the Consultant, its employees, subconsultants, or agents, or any negligent act or omission of the Engineer, its employees, subconsultants, or agents which occurs pursuant to performance of this Agreement, and this indemnification shall survive the expiration or earlier termination of this Agreement. The provisions of this paragraph shall not apply to any loss or damage caused solely by the acts, errors, or omissions of the City, its officers, employees and agents.

The Consultant, upon award of the contract, shall provide at his own cost and expense the following insurance to the City of Memphis and insurance companies acceptable to the City of Memphis and licensed in the state of Tennessee, which insurance shall be evidenced by certificates and / or policies as determined by the City. **Each certificate or policy shall require and state in writing the following clauses:**

**“Thirty (30) days prior to cancellation or material change in the policy, notice thereof shall be given to the City of Memphis Risk Manager by registered mail, return receipt requested to the following address:**

**City of Memphis  
Attn: Risk Manager  
100 N. Main, Suite 2028  
Memphis, TN 38103”**

**“The City of Memphis, its officials, agents, employees and representatives are named as additional insured.”** (The additional insured endorsement shall be attached to the Certificate of Insurance.)

### **Workers Compensation:**

Consultant shall provide Workers Compensation coverage in accordance with the statutory requirements of the State of Tennessee and shall require all subcontractors to do likewise.

Employers Liability	\$100,000	Each Accident
	\$500,000	Disease – Policy Limit
	\$100,000	Disease – Each employee

### **Automobile Liability:**

Covering owned, non-owned and hired vehicles with LIMITS OF:

\$1,000,000	Each Occurrence – Combined Single Limits
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**Commercial General Liability:**

Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

\$2,000,000	General Aggregate
\$1,000,000	Products & Completed Operations
\$1,000,000	Personal & Advertising
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage any One Fire
\$ 5,000	Medical Expense any One Person

**Professional Liability:**

Consultant shall maintain such coverage for at least three (3) years from termination or expiration of this agreement.

\$1,000,000	Each Occurrence / Aggregate
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**Property Insurance:**

Consultant shall be responsible for maintaining any and all property insurance on their own equipment and shall require all subconsultants to do likewise. The Consultant shall require all subconsultants to carry insurance as outlined above, in case they are not protected by the policies carried by the Consultant.

Additional coverage and limits may be required upon the particular services contracted. If additional coverage is required for a specific contract, those requirements will be described in the "Special Conditions" of the contract specifications.

The Consultant is required to provide copies of the insurance policies upon request.

**Contractor's Liability Insurance**

- A. The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the City of Memphis Risk Manager, nor shall the contractor allow any sub-contractor to commence work on his sub-contract until all similar insurance required of the sub-contractor has been so obtained and approved by the City.
- B. Before commencing any work, the Contractor shall furnish the City of Memphis Risk Manager with Certificates of Insurance attested by a duly authorized representative of the insurance carrier evidencing that the insurance required hereunder is in force and effect. The theme/title of the project shall also be specified on the Certificate of Insurance.
- C. The Contractor shall be responsible from the time of signing the Contract or from the time of the beginning of the first work, whichever shall be earlier, for all injury or damage of any kind resulting from this work to persons or property. In addition to the liability imposed upon the Contractor on account of bodily injury (including death) or property damage suffered through the Contractor's negligence, which liability is not impaired or otherwise affected hereby, the Contractor assumes the obligation to protect, defend, indemnify and hold the City, its officers and directors, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of any kind and character in connection with or arising directly or indirectly out of this contract and/or the performance hereof by act or omission of the Contractor or sub-contractor, or anyone either (1) directly or indirectly employed or (2) under the supervision of any of them in the prosecution of the work included in this contract.
- D. The Contractor, upon award of the contract, shall provide at his own cost and expense the following insurance to the City of Memphis utilizing insurance companies acceptable to the City and licensed in the State of Tennessee, which insurance shall be evidenced by certificates and/or policies as determined by the City. **Each certificate of policy shall require and contain verbatim the following clauses:**

**1. "THIRTY (30) DAYS PRIOR TO CANCELLATION OR MATERIAL CHANGE IN THE POLICY, NOTICE THEREOF SHALL BE GIVEN TO THE CITY OF MEMPHIS BY REGISTERED MAIL, RETURN RECEIPT REQUESTED TO THE FOLLOWING ADDRESS:**

**CITY OF MEMPHIS  
RISK MANAGEMENT DEPARTMENT  
100 N. MAIN, SUITE 2028  
MEMPHIS, TN 38103 "**

**2. "THE CITY OF MEMPHIS, ITS OFFICIALS, AGENTS, EMPLOYEES AND REPRESENTATIVES ARE NAMED ADDITIONAL INSURES"**

**(The additional insured endorsement shall be attached to the Certificate of Insurance)**

- E. If any of the Insurance Requirements are not complied with at their renewal dates, payment to the Contractor may be withheld until those requirements have been met, or at the option of the City, the City may pay the renewal premiums and withhold such payments from any monies due the contractor.

## APPENDIX D

1. **Workers Compensation Insurance:** The Contractor shall maintain in force Workers' Compensation coverage in accordance with the Statutory Requirements and Limits of the State of Tennessee and shall require all sub-contractors to do likewise.

Employer's Liability	\$100,000 Each Accident
	\$500,000 Disease-Policy Limit
	\$100,000 Disease-Each Employee

2. **Automobile Liability Insurance:** To be taken out in the name of the Contractor as Named Insured and City as an Additional Insured; covering owned, non-owned, and hired vehicles with MINIMUM LIMITS OF:

\$1,000,000 each occurrence - Combined Single Limit

3. **Commercial General Liability Insurance:** Comprehensive General Liability Insurance, including Premises and Operations, Contractual Liability, Independent Contractor's Liability, and Broad Form Property Damage Liability coverage.

Commercial General Liability Insurance: MINIMUM LIMITS of:

\$2,000,000	General Aggregate per Project
\$2,000,000	Products-Completed Operations
\$1,000,000	Personal and Advertising Injury
\$1,000,000	Each Occurrence
\$ 50,000	Fire Damage any one Fire
\$ 5,000	Medical Expense any One Person

4. **Property Insurance:** Contractor shall be responsible for maintaining any and all property insurance on their own equipment.

Additional coverage and limits may be required based upon the particular services contracted. If such additional coverage is required for a specific contract, those requirements will be described in the "Special Conditions" of the contract specifications.

The Contractor is required to provide copies of the insurance policies upon request.

**BLACK BAYOU DETENTION BASIN - PROPOSAL BID FORM**

To The Honorable Mayor of the City of Memphis, Tennessee

Sir:

In compliance with your **DESIGN/BUILD REQUEST FOR PROPOSAL** for the **BLACK BAYOU DETENTION BASIN, MEMPHIS, TN** the undersigned bidder, a \_\_\_\_\_ organized and existing under the laws of the State of \_\_\_\_\_;having examined the Request for Proposal provided hereto, and being fully advised as to the extent and character of the work to be performed and the equipment to be furnished, hereby proposes to furnish all labor, tools, materials, plant and equipment necessary for the design and construction of the **BLACK BAYOU DETENTION BASIN.**

The undersigned further proposes to perform all work and furnish all equipment in accordance with drawings and specifications prepared by (Name of Consultant), and contract stipulations thereof, within the time limit specified, for the price so stated below.

BASE BID:

This bid includes design and construction and other related work as indicated in the Request for Proposal.

\_\_\_\_\_ (\$ \_\_\_\_\_) State amount in both words and figures.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in bidding.

The bidder agrees that his bid shall be good and may not be withdrawn for a period of ONE HUNDRED TWENTY (120) days after the scheduled closing time for receiving bids.

Upon receipt of written notice of acceptance of this bid, Bidder will submit the following documents within ten (10) days:

1. Executed formal contract
2. Executed performance bond
3. Certificates of insurance coverage per Appendix C and D

The bid security attached in the sum of five percent (5%) of the bid is to become the property of the Owner in the event the contract, bond and insurance certificates are not executed within the time limit set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Bidder acknowledges receipt of Addendum(s) Nos. \_\_\_\_\_

\_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Business Address

Seal Required - if bid is by a corporation

BLACK BAYOUR DETENTION BASIN - BID BOND

Know all men by these present, that we, the undersigned, \_\_\_\_\_ as

Principal, and \_\_\_\_\_ as surety,

Hereby held and firmly bound unto \_\_\_\_\_ as Owner on the sum of \_\_\_\_\_ for the payment of which, well and truly to be made, We hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

This condition of the above obligation is such that whereas the principal has submitted to the City of Memphis a certain bid, attached hereto and hereby made a part of hereof to enter into a contract in writing for the design and construction of :

BLACK BAYOU DETENTION BASIN

Now therefore,

- A) If said bid shall be rejected, or in the alternative,
- B) If said bid shall be accepted and the principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid), required insurance certificates, and shall furnish a Bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bond,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The surety, for value received , hereby stipulates and agrees that the obligations of said surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said surety does hereby waive notice of any such extension.

In witness whereof, the principal and the surety hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth above.

CONTRACTOR

SURETY

\_\_\_\_\_  
Contractor's Company Name

Surety: \_\_\_\_\_  
Name

\_\_\_\_\_  
Signature (principle)

By: \_\_\_\_\_  
Attorney in Fact - Signature

\_\_\_\_\_  
Printed or Typed Name and Title

\_\_\_\_\_  
Printed or Typed Name

**CITY OF MEMPHIS CERTIFICATE OF NONDISCRIMINATION**

As Bidder, Consultant, Contractor, or Subcontractor on City of Memphis Construction Contract,

**BLACK BAYOU DETENTION BASIN**

the undersigned states that it does not discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex and, if awarded a contract for this project, agrees in performance of work:

1. not to discriminate against any subcontractor, employee, or applicant for employment on the grounds of race, color, national origin or sex;
2. to maintain payrolls of laborers and mechanics employed on this contract until five (5) years after final release and final payment by the City;
3. to require a similar certificate to be executed by each subcontractor at the time a subcontract is executed under the contract with the requirement that such subcontractor agrees to require a similar certificate of requirement on any lower tiers of subcontracts.
4. to conform with federal law, state statutes, executive orders, and local ordinances identified and listed under "Nondiscrimination", Paragraph 9 of the this RFP.

---

Contractor's Name

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Date

---

Signature

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Printed or Typed Name and Title



## CITY OF MEMPHIS MINORITY/WOMEN BUSINESS ENTERPRISE COMPLIANCE FORM

PROJECT TITLE: **BLACK BAYOU DETENTION BASIN**Project M/WBE Goal GOAL: **15%**

The following sections must be completed by bidder. A certified subcontractor or supplier is defined as a firm from the list of certified firms provided as Appendix B of this Request for Proposal

\_\_\_\_\_  
Bidder's Name

Section A - If the bidder is a certified firm, so indicate here with a check mark.

\_\_\_\_\_ MBE      \_\_\_\_\_ WBE

Section B - Identify below those certified firms that will be employed as subcontractors or suppliers on this project. By submitting this bid, the bidder commits to the use of the firms listed below.

\$                      =              Show the dollar value of the subcontract to be awarded to this firm

%                      =              Show the percentage this subcontract is of your base bid

M/WBE =              Show by inserting an M or W whether the subcontractor is an MBE or WBE

\$	%	M/WBE	<u>Certified Consultant/Subcontr. Name, Address, &amp; Tel.#</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**THIS FORM MUST BE SUBMITTED WITH THE BID OR THE BID WILL BE CONSIDERED NON-CONFORMING.**

## GOOD FAITH EFFORT DOCUMENTATION FORM

To The Honorable Mayor City of Memphis, Tennessee

From: \_\_\_\_\_  
CONTRACTOR NAME

PROJECT TITLE: **BLACK BAYOU DETENTION BASIN**

1. Enclosed please find the required documents as listed in Paragraph 4.F. of this RFP.

- A. Copies of all written notification to City of Memphis M/WBE listed firms. (See attached).
- B. Said Bidder \_\_\_\_\_ did / or \_\_\_\_\_ did not select economically feasible portions of the work to be performed by M/WBE firms.
- C. List all M/WBE firms that efforts were made to negotiate with. (See attached list. If no negotiations were held, so state). Provide names, addresses, and dates of negotiations.
- D. Statement of efforts to assist M/WBE firms, with bonding, insurance, financing, or with document review. ( see attached list. If no assistance was provided so state).
- E. The Bidder \_\_\_\_\_ did / or \_\_\_\_\_ did not use all M/WBE quotations received. If the Bidder did not use all M/WBE quotations received, list on attached sheets, as required as to the reasons those quotes were not used.
- F. List ( on attached sheets as required) all M/WBE firms contacted that the bidder considered not to be qualified, and a statement of the reasons for the bidder's conclusions. If no firms found to be non-qualified so state.

**THIS SIGNED FORM MUST BE SUBMITTED WITH THE BID IF THE BIDDER DOES NOT MEET THE REQUIRED M/WBE PROJECT GOAL WITH THEIR BID. IF NOT SUBMITTED THE BID WILL BE CONSIDERED NON-CONFORMING.**

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed or Typed Name and Title